

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

OMNI USA, INC., §
Plaintiff §

v. §

PARKER-HANNIFIN §
CORPORATION, §
Defendant §

CIVIL ACTION NO. 10-4728

FIRST AMENDED DECLARATION OF JEREMY R. STONE

1. My name is Jeremy R. Stone. I am over the age of twenty-one, have never been convicted of a felony or crime of moral turpitude, and am competent to make this declaration. I have personal knowledge of the facts set forth herein, which are true and correct. I am an attorney duly licensed in the State of Texas. I am an attorney in the law firm of MehaffyWeber, PC, 500 Dallas, Suite 1200, Houston, Texas 77002. I am aware of the reasonable and necessary fees customarily charged by attorneys who render legal services in litigation matters in state court in and around Harris County, Texas, for services of a similar nature to those performed by MehaffyWeber, P.C., in this case.

2. I am an attorney for Parker-Hannifin Corporation ("Parker") in this matter. Louis M. Scofield, Jr. is also counsel for Parker in this matter. Our resumes are attached to this declaration as **Exhibits 1 and 2**, and incorporated by reference as if fully set forth herein.

3. It is the practice of MehaffyWeber to maintain time records, and our fee is generally computed on an hourly basis or on a percentage of the recovery. In addition we consider the following factors:

- a. the time and labor required, the novelty and difficulty of the questions involved, and the skill required to properly perform the legal services;
- b. the likelihood that the acceptance of a particular employment would preclude other employment by the firm;
- c. the fee customarily charged in the locality or for similar legal services;
- d. the dollar amount involved and the results obtained;
- e. the time limitations imposed by the client or the circumstances;
- f. the nature and length of the professional relationship with the client; and
- g. the experience, reputation, and ability of the firm and its attorneys.

4. The hourly rates for attorneys on this case are \$250 for Mr. Scofield and \$225 for myself and Eric Adams (another shareholder at MehaffyWeber who assisted briefly on this case). As shown in his resume, Mr. Scofield graduated with honors from the University of Texas Law School in 1977 and has over 35 years of experience in trying cases. He is one of two national counsel for Parker. I graduated *cum laude* from the University of Houston Law Center in 1999

and have substantial litigation experience. MehaffyWeber has been a law firm since 1946, and it has an excellent reputation in the legal community, with substantial experience in product liability and other litigation (both commercial and personal injury). I have been in Houston, Texas for my entire legal career and have become familiar with what other lawyers charge for this type of litigation, and many lawyers with similar experience charge much more per hour, with rates of \$400 - \$600 being customarily charged. Our rates are reasonable rates considering the factors above.

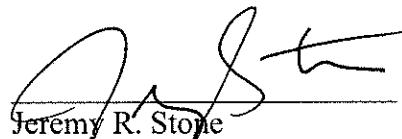
5. While Parker's breach of contract claim was relatively straight forward in that Omni did not pay for seals it ordered and accepted, Omni alleged that those seals were defective, and thus Omni's breach of contract claim and warranty claims were related to Parker's claim, and could have potentially affected Parker's claim. The issues in this case related to seals used in agricultural gearboxes, and required extensive expert analysis. There were numerous extensions related to expert reports, multiple visits to expert facilities to test equipment, and three expert depositions. There were nine depositions in total, one of them taking place in Nebraska. Parker filed numerous motions, including three motions for summary judgment.

6. Attached to this motion as **Exhibit 3** are the time entries associated with Parker's counterclaim for breach of contract on which it prevailed. We were conservative in our segregation and did not include many entries for many tasks, which could have been considered integral to the counterclaim, such as drafting discovery, reviewing document productions, depositions and deposition preparation, and the time associated with this amended request. The descriptions in the time entries accurately describe the tasks, all of which were important, reasonable and necessary for the case and the prosecution of Parker's counterclaim.

7. We obtained a summary judgment in our clients' favor for the full amount claimed.

8. Based on the factors above, it is my opinion that MehaffyWeber's total attorneys' fees charged to Parker related to Parker's breach of contract claim against Omni are reasonable and necessary in the amount of at least \$7,512.50.

9. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on August 26, 2013.



Jeremy R. Stolle

EXHIBIT 1



Attorneys



Jeremy Stone

Shareholder

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Jeremy Stone focuses on litigation, primarily in the areas of commercial and bankruptcy litigation. Since joining MehaffyWeber in 2002, he has represented both companies and individuals in a wide range of matters, including securities, banking, oil and gas, director and officer liability, fraud, breach of contract, products liability, and accounting and legal malpractice. He has also represented trustees and creditors in various litigation matters related to bankruptcies. Prior to joining MehaffyWeber, Jeremy was a contract and warranty administrator for Continental Airlines and practiced admiralty and aviation litigation with Stepp & Sullivan, P.C.

Areas of Concentration

Commercial litigation, bankruptcy litigation, admiralty and aviation litigation, oil & gas

Licenses

State Bar of Texas, 1999

U.S. District Court and Bankruptcy Court for the Eastern, Northern and Southern Districts of Texas

United States Court of Appeals for the Fifth and Federal Circuits

Education

Jeremy received his undergraduate degree from the University of Houston with a Bachelor of Arts, Radio/Television in 1995, cum laude. He received his J.D., cum laude, Order of the Barons, from the University of Houston Law Center in 1999.

Memberships and Honors

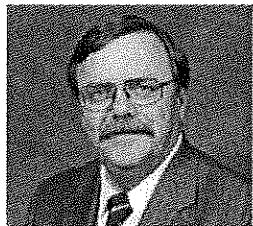
Mr. Stone is a member of the Texas and Houston Bar Associations, the American Bankruptcy Institute, and the Arthur L. Moller-David B. Foltz, Jr. American Inn of Court. He also serves on the State Bar Committee on Pattern Jury Charges- Business, Consumer, Insurance and Employment.

Jeremy has been selected by HTexas Magazine as a "Houston's Top Lawyer," from 2008-2013. He was also named a "Rising Star" by Texas Monthly magazine from 2006 - 2011.

EXHIBIT 2



Attorneys



Louis M. Scofield, Jr.

Shareholder

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Louis M. Scofield, Jr. is a Shareholder with over 35 years experience as a defense courtroom lawyer. He has tried scores of cases in virtually every county that make up Southeast Texas. In addition, at the request of several clients, he has a regional practice beyond this geographic area. Beyond this, he is National Counsel for one Fortune 500 company on product liability cases. His personal injury and civil practice involves the full spectrum of product liability, negligence, professional liability defense and insurance defense, along with experience in railroad and maritime practice.

Areas of Concentration

Product liability, professional liability (agents, architects, attorneys, engineers, and insurance agencies) negligence, and insurance claims, railroad and maritime practice.

Licenses

State of Texas, 1977

United States District Courts for the Eastern and Southern Districts of Texas

United States Court of Appeals for the Fifth Circuit

Supreme Court of the United States.

Education

Lou graduated at the top of his class from the University of Michigan with a Bachelor of Science in Geology and Mineralogy, "with highest honors and high distinction." He was winner of the William E. Bradstrom prize, was a James B. Angell Scholar and was invited into and became a member of the honorary fraternity, Phi Beta Kappa, during his junior year. Thereafter, he attended the University of Texas Law School where he received his Juris Doctorate, with honors, in 1977. While in law school he served as the court investigator for the 98th District Court, Travis County, Texas and was also Teaching Quizmaster for Dean Leon Green.

Articles

He has published numerous papers and studies involving defense trial practice, for conferences, journals and newsletters, and he is columnist for the Association Press of the Association of Defense Trial Attorneys.

Memberships and Honors

Active in the Bar and community, he has been frequently called upon to give talks and presentations to professional groups, clients, civic groups and schools. He has served in a number of official and committee positions with Bar organizations. With the Jefferson County Bar he has served on the Board of Directors, and has been Membership Chairman. With the Texas Association of Defense Counsel he has been a Director, Director at Large, Vice-President, and Administrative Vice-President, as well as Conference Chair.

With the very selective Association of Defense Trial Attorneys he is the Prime Member for the City of Beaumont, has been the Central U.S. Region Chair, has been Conference Chair and has served on the Executive Council from 1999-2002.

He is a member of ABOTA (American Board of Trial Advocates,) Litigation Counsel of America, and DRI (Defense Research Institute.)

He is a Life Fellow of the Texas Bar Foundation.

Lou has been recognized as a "Texas Super Lawyer®" in Texas Monthly magazine since 2005. He has been selected for inclusion in the Super Lawyer Corporate Counsel Edition® in Civil Litigation Defense since 2008. He has also been recognized for listing in "Best Lawyers in America®: Insurance Law, Personal Injury Litigation-Defendants and Product Liability-Defendants," 2013

"AV" Peer Review® Rating by Martindale-Hubbell

EXHIBIT 3

TIME ENTRIES RELATED TO PARKER'S COUNTERCLAIM FOR BREACH OF CONTRACT

Date	Name / Invoice Number	Hours	Amount	Description
7/20/2011	Jeremy R. Stone	4	\$ 900.00	Drafted Original Answer.
7/22/2011	Jeremy R. Stone	0.5	\$ 112.50	Emailed Paul Yager regarding counterclaims.
7/22/2011	Louis M. Scofield	0.1	\$ 25.00	Monitor development of proof for counterclaim
7/25/2011	Jeremy R. Stone	0.1	\$ 22.50	Exchanged emails with Paul Yager regarding verification for counterclaims.
7/26/2011	Louis M. Scofield	0.2	\$ 50.00	Monitor issues re counterclaim and affidavit
7/26/2011	Eric M. Adams	2	\$ 450.00	Correspondence with client; prepared affidavit; telephone conference with client; amended pleading; prepared memo regarding same.
9/28/2011	Louis M. Scofield	0.8	\$ 200.00	Review discovery requests submitted to Parker work on ideas for our damages and prepare email re same; (.4); Exchange emails re Omni warranty and original documents in the formation of the contract and review attachments (.4).
5/29/2012	Louis M. Scofield	0.8	\$ 200.00	Review our pleadings and counterclaims; Prepare memo re same to Mr. Ruiz.
11/12/2012	Jeremy R. Stone	2	\$ 450.00	Began drafting Parker's Motion for Partial Summary Judgment on Its Claims Against Omni;
11/15/2012	Jeremy R. Stone	4.8	\$ 1,980.00	Continued drafting Motion for Partial Summary Judgment on Parker's Claims for Unpaid Invoices; researched pre-judgment and post-judgment interest in diversity cases; researched elements of quantum meruit and unjust enrichment claims; drafted declaration of Paul Yager; drafted declaration of Jeremy Stone for attorneys' fees; emailed Paul Yager regarding his availability.

TIME ENTRIES RELATED TO PARKER'S COUNTERCLAIM FOR BREACH OF CONTRACT

11/20/2012	Jeremy R. Stone	0.4	\$ 90.00	Emailed Paul Yager regarding status of draft Motion for Partial Summary Judgment on Parker's counterclaims.
12/3/2012	Louis M. Scofield	0.1	\$ 22.50	Emailed Paul Yager regarding motion for summary judgment on Parker's counterclaims.
12/3/2012	Jeremy R. Stone	0.2	\$ 50.00	Attention to motion for summary judgment on counterclaim and additional grounds for motion (.2).
12/4/2012	Jeremy R. Stone	1.3	\$ 292.50	Reviewed and revised declaration for Paul Yager for motion for partial summary judgment on Parker's counterclaims; emailed Paul Yager regarding the declaration
12/6/2012	Jeremy R. Stone	2.5	\$ 562.50	Telephone conference with Paul Yager regarding his declaration for the Motion for Partial Summary Judgment on Counterclaims; researched default judgments on counterclaims; researched attorneys' fees on breach of contract and warranty claims
12/6/2012	Jeremy R. Stone	2.3	\$ 517.50	Reviewed, revised and finalized Motion for Partial Summary Judgment on Parker's Counterclaims.
12/10/2012	Jeremy R. Stone	0.7	\$ 157.50	Exchanged emails with court's case manager regarding courtesy copies of the motions for summary judgment; reviewed motions and drafted letter forwarding courtesy copies to the court; received and reviewed Omni's Original Answer to Parker's Counterclaims.
12/12/2012	Jeremy R. Stone	0.9	\$ 202.50	Researched effect of Omni's filing a late answer to Parker's counterclaims.

TIME ENTRIES RELATED TO PARKER'S COUNTERCLAIM FOR BREACH OF CONTRACT

12/28/2012	Jeremy R. Stone	0.8	\$	180.00	Received and reviewed Omni's Response to Motion for Summary Judgment on Parker's Claims against Omni.	
12/28/2012	Louis M. Scofield	0.4	\$	100.00	Received and reviewed plaintiff's reply to our motion for default judgment on counterclaims (.1); Forward list of controverting ideas to Mr. Stone.	
1/3/2013	Jeremy R. Stone	1.7	\$	382.50	Researched measurement of damages under the UCC; began drafting Reply to Response to Motion for Partial Summary Judgment on Parker's Counterclaims.	
1/4/2013	Jeremy R. Stone	3.9	\$	877.50	Continued drafting Reply to Response to Motion for Partial Summary Judgment on Parker's Counterclaims; researched payment for accepted goods under the UCC; researched the propriety of a breach of warranty as an affirmative defense to a breach of contract or sworn account	
1/4/2013	Louis M. Scofield	0.1	\$	25.00	Review and approve reply to response to default motion (.1).	
1/7/2013	Jeremy R. Stone	1.7	\$	382.50	Reviewed, revised and finalized Reply to Response to Motion for Default and Alternative Motion for Partial Summary Judgment on Parker's Counterclaims	
2/25/2013	Jeremy R. Stone	0.8	\$	180.00	Reviewed Order denying Motion for Default Judgment and vacating remainder of deadlines until after the Court rules on dispositive motions; exchanged emails with Lou Scofield regarding the Order.	
	TOTAL:	33.1	\$	7,512.50		